

18053

ALVORD AND ALVORD

2-363A037

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

18053-A

18053

COUNSEL  
URBAN A. LESTER

18053-B

December 28, 1992

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) an Equipment Lease 1992-B dated as of December 22, 1992 and 2) a Security Agreement-Trust Deed 1992-B dated as of December 22, 1992 (each a "primary document"); and 3) a Lease Supplement No. 1 dated December 29, 1992 and 4) a Security Agreement-Trust Deed 1992-B Supplement No. 1 dated December 29, 1992 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: The Connecticut National Bank, ss Trustee  
777 Main Street  
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company  
200 East Randolph Drive  
Chicago, Illinois 60601

Security Agreement-Trust Deed and Supplement No. 1

Debtor: The Connecticut National Bank, as Trustee  
777 Main Street  
Hartford, Connecticut 06115

Secured Party: LaSalle National Bank  
135 South LaSalle Street  
Chicago, Illinois 60603

Counterparts -

7B 6Y  
New No.  
- A S-A-TD  
- B  
- C

Mr. Sidney L. Strickland, Jr.  
December 28, 1992  
Page Two

A description of the railroad equipment covered by the foregoing documents is set forth in ANNEX I to the Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission Index is:

Equipment Lease 1992-B dated as of December 22, 1992 between The Connecticut National Bank, as Trustee, Lessor, and Amoco Chemical Company, Lessee, as supplemented by a Lease Supplement No. 1 dated December 29, 1992; and a Security Agreement-Trust Deed 1992-B dated as of December 22, 1992 between The Connecticut National Bank, as Trustee, Debtor, and LaSalle National Bank, Secured Party, as supplemented by Security Agreement-Trust Deed 1992-B Supplement No. 1 dated December 29, 1992, covering 62 covered hopper cars bearing AMCX reporting marks and road numbers.

Very truly yours,

  
Charles T. Kappler

CTK/bg  
Enclosures

**Interstate Commerce Commission**

Washington, D.C. 20423

12/28/92

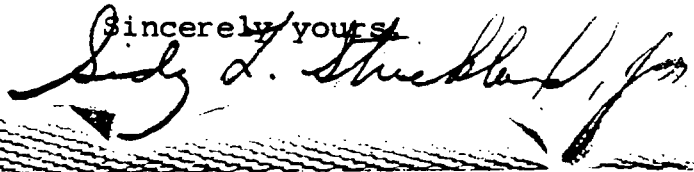
**OFFICE OF THE SECRETARY**

Alvord And Alvord  
918 16th Street, NW  
Ste. 200  
Washington, DC. 20006-2973

Dear     Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on     12/28/92 at     1:40PM     , and assigned re-  
recording number(s).     18053, 18053-A, 18053-B and 18053-C.

Sincerely yours,

  
Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AMOCO CHEMICAL TRUST 1992-B

18053-B - B

LEASE SUPPLEMENT NO. 1 DEC 28 1992 1:20 PM

INTERSTATE COMMERCE COMMISSION

LEASE SUPPLEMENT NO. 1, dated December 29, 1992 (this "Supplement"), between AMOCO CHEMICAL COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association, acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement 1992-B which creates a trust referred to as Amoco Chemical Trust 1992-B, dated as of December 22, 1992, with BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation ("Owner").

W I T N E S S E T H:

WHEREAS, the Trustee and the Lessee heretofore have entered into that certain Equipment Lease 1992-B, dated as of December 22, 1992 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on the Closing Date (such term and other defined terms in the Lease being herein used with the same meanings) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Trustee and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Units described in Annex I hereto have been unconditionally accepted by the Lessee from the Trustee and are now leased under the Lease and have been marked in accordance with Section 5 of the Lease. The Units being accepted hereby are located in various jurisdictions, but none of the Units being accepted hereby is located in, or being accepted in, Chicago, Illinois.

1.02 Periodic Rentals, Casualty Values and Termination Values. Attached as Annex II and Annex III hereto are the Periodic Rentals and Casualty Values and Termination Values, respectively, for the Units covered by this Supplement.

2. Miscellaneous. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: A. McCaughan  
Name: A. R. MCCAUGHAN  
Title: VICE PRESIDENT

CORPORATE SEAL:

ATTEST:

By: Karen A. Hansen  
Name: KAREN A. HANSEN  
Title: ASSISTANT SECRETARY

TRUSTEE:

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

AMOCO CHEMICAL COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


CORPORATE SEAL:

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

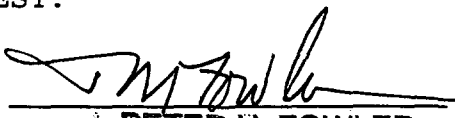
TRUSTEE:

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity,  
but solely as Trustee

By:  \_\_\_\_\_  
Name: ALAN B. COFFEY  
Title: TRUST OFFICER

CORPORATE SEAL:

ATTEST:

By:  \_\_\_\_\_  
Name: PETER H. FOWLER  
Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ of December, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

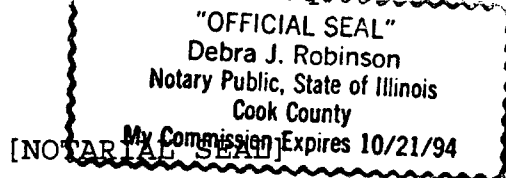
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 21<sup>st</sup> day of December, 1992, before me personally appeared A.R. McCaughan and K.A. Hanger, to me personally known, who being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Debra J. Robinson  
Notary Public

My commission expires: 10/21/94



STATE OF Connecticut )  
COUNTY OF Hartford ) SS

On this 18<sup>th</sup> of December, 1992, before me personally appeared Alan B. Coffey and Peter H. Fowler, to me personally known, who being by me duly sworn, say that they are Trust Officers and Vice President, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michelle K. Blezard  
Notary Public

[NOTARIAL SEAL]

MICHELLE K. BLEZARD  
NOTARY PUBLIC  
My commission expires: My Commission Expires March 31, 1994

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this \_\_\_\_ day of December, 1992, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively, of AMOCO CHEMICAL COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

ANNEX I  
(to Lease Supplement No. 1)

Description of Units

The units comprise 62 covered hopper cars with stub center sills and fluidized butterfly discharge manufactured by ACF Industries, Inc., Specification No. 500P0055, dated September 1, 1992. Each car has a capacity of 5,250 cubic feet and 100 tons. Car numbers are as follows:

<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>
AMCX 106200	AMCX 106223	AMCX 106239	AMCX 106255
AMCX 106201	AMCX 106224	AMCX 106240	AMCX 106256
AMCX 106202	AMCX 106225	AMCX 106241	AMCX 106257
AMCX 106203	AMCX 106226	AMCX 106242	AMCX 106258
AMCX 106205	AMCX 106227	AMCX 106243	AMCX 106259
AMCX 106208	AMCX 106229	AMCX 106244	AMCX 106260
AMCX 106210	AMCX 106230	AMCX 106245	AMCX 106261
AMCX 106214	AMCX 106231	AMCX 106246	AMCX 106262
AMCX 106215	AMCX 106232	AMCX 106247	AMCX 106263
AMCX 106216	AMCX 106233	AMCX 106249	AMCX 106264
AMCX 106217	AMCX 106234	AMCX 106250	AMCX 106265
AMCX 106219	AMCX 106235	AMCX 106251	AMCX 106266
AMCX 106220	AMCX 106236	AMCX 106252	AMCX 106267
AMCX 106221	AMCX 106237	AMCX 106253	AMCX 106268
AMCX 106222	AMCX 106238	AMCX 106254	AMCX 106269
			AMCX 106272
			AMCX 106273

**ANNEX II**  
(to Lease Supplement No. 1)

**Periodic Rentals**

The Purchase Price used to calculate the dollar equivalents of the Basic Rental is \$4,115,124.14; (%EC) means the Percentage of Purchase Price; provided that the Periodic Rental due on any due date shall be an amount equal to the percentage set forth opposite such date multiplied by the aggregate Purchase Price of the Units then subject to the Lease.

Date	Arrears	Advance	Total	(% EC) Arrears	(% EC) Advance	(% EC) Total
28-Jun-93	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Dec-93	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-94	\$313,706.79	\$0.00	\$313,706.79	7.62326431%	0.00000000%	7.62326431%
28-Dec-94	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-95	\$313,706.79	\$0.00	\$313,706.79	7.62326431%	0.00000000%	7.62326431%
28-Dec-95	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-96	\$313,706.79	\$0.00	\$313,706.79	7.62326431%	0.00000000%	7.62326431%
28-Dec-96	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-97	\$313,706.79	\$0.00	\$313,706.79	7.62326431%	0.00000000%	7.62326431%
28-Dec-97	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-98	\$313,706.79	\$0.00	\$313,706.79	7.62326431%	0.00000000%	7.62326431%
28-Dec-98	\$103,320.97	\$0.00	\$103,320.97	2.55936313%	0.00000000%	2.55936313%
28-Jun-99	\$208,385.83	\$0.00	\$208,385.83	5.06390143%	0.00000000%	5.06390143%
28-Dec-99	\$101,249.91	\$0.00	\$101,249.91	2.46043392%	0.00000000%	2.46043392%
28-Jun-2000	\$212,456.89	\$0.00	\$212,456.89	5.16283064%	0.00000000%	5.16283064%
28-Dec-2000	\$96,857.23	\$0.00	\$96,857.23	2.35368914%	0.00000000%	2.35368914%
28-Jun-2001	\$216,849.56	\$0.00	\$216,849.56	5.26957517%	0.00000000%	5.26957517%
28-Dec-2001	\$92,952.19	\$0.00	\$92,952.19	2.25879431%	0.00000000%	2.25879431%
28-Jun-2002	\$220,754.61	\$0.00	\$220,754.61	5.36447024%	0.00000000%	5.36447024%
28-Dec-2002	\$89,860.87	\$0.00	\$89,860.87	2.18367337%	0.00000000%	2.18367337%
28-Jun-2003	\$223,845.92	\$225,738.66	\$449,584.58	5.43959094%	5.48558567%	10.92517661%
28-Dec-2003	\$0.00	\$157,680.76	\$157,680.76	0.00000000%	3.83173763%	3.83173763%
28-Jun-2004	\$0.00	\$267,854.81	\$267,854.81	0.00000000%	6.50903353%	6.50903353%
28-Dec-2004	\$0.00	\$115,564.61	\$115,564.61	0.00000000%	2.80828976%	2.80828976%
28-Jun-2005	\$0.00	\$317,971.61	\$317,971.61	0.00000000%	7.72690201%	7.72690201%
28-Dec-2005	\$0.00	\$65,447.81	\$65,447.81	0.00000000%	1.59042128%	1.59042128%
28-Jun-2006	\$0.00	\$328,356.50	\$328,356.50	0.00000000%	7.97926111%	7.97926111%
28-Dec-2006	\$0.00	\$55,062.92	\$55,062.92	0.00000000%	1.33806219%	1.33806219%
28-Jun-2007	\$0.00	\$339,595.54	\$339,595.54	0.00000000%	8.25237656%	8.25237656%
28-Dec-2007	\$0.00	\$43,823.88	\$43,823.88	0.00000000%	1.06494673%	1.06494673%
28-Jun-2008	\$0.00	\$351,758.98	\$351,758.98	0.00000000%	8.54795549%	8.54795549%
28-Dec-2008	\$0.00	\$31,660.44	\$31,660.44	0.00000000%	0.76936780%	0.76936780%
28-Jun-2009	\$0.00	\$364,922.84	\$364,922.84	0.00000000%	8.86784524%	8.86784524%
28-Dec-2009	\$0.00	\$18,496.58	\$18,496.58	0.00000000%	0.44947806%	0.44947806%
28-Jun-2010	\$0.00	\$379,169.42	\$379,169.42	0.00000000%	9.21404573%	9.21404573%
28-Dec-2010	\$0.00	\$4,250.00	\$4,250.00	0.00000000%	0.10327756%	0.10327756%
28-Jun-2011	\$0.00	\$383,419.42	\$383,419.42	0.00000000%	9.31732329%	9.31732329%
28-Dec-2011	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%
28-Jun-2012	\$0.00	\$383,419.42	\$383,419.42	0.00000000%	9.31732329%	9.31732329%
28-Dec-2012	\$0.00	\$0.00	\$0.00	0.00000000%	0.00000000%	0.00000000%

ANNEX III  
(to Lease Supplement No. 1)

Casualty Values: Termination Values

Values are net of any arrears rent due that day.

Date	Termination Values	Casualty Values
28-Jun-93	107.82140415%	107.82140415%
28-Dec-93	112.18387182%	112.18387182%
28-Jun-94	108.72604075%	108.72604075%
28-Dec-94	112.48866270%	112.48866270%
28-Jun-95	108.57276026%	108.57276026%
28-Dec-95	111.94817328%	111.94817328%
28-Jun-96	107.69672787%	107.69672787%
28-Dec-96	110.78445209%	110.78445209%
28-Jun-97	106.27157469%	106.27157469%
28-Dec-97	109.09554286%	109.09554286%
28-Jun-98	104.31797374%	104.31797374%
28-Dec-98	104.59289034%	104.59289034%
28-Jun-99	102.53531682%	102.53531682%
28-Dec-99	102.96657521%	102.96657521%
28-Jun-2000	100.69009732%	100.69009732%
28-Dec-2000	101.12730686%	101.12730686%
28-Jun-2001	98.66168611%	98.66168611%
28-Dec-2001	99.10635322%	99.10635322%
28-Jun-2002	96.45825936%	96.45825936%
28-Dec-2002	96.88385431%	96.88385431%
28-Jun-2003	94.07302134%	94.07302134%
28-Dec-2003	90.89813198%	90.89813198%
28-Jun-2004	89.34524729%	89.34524729%
28-Dec-2004	84.96248735%	84.96248735%
28-Jun-2005	84.26780914%	84.26780914%
28-Dec-2005	78.45318175%	78.45318175%
28-Jun-2006	78.80790114%	78.80790114%
28-Dec-2006	72.56026022%	72.56026022%
28-Jun-2007	72.99351784%	72.99351784%
28-Dec-2007	66.28570876%	66.28570876%
28-Jun-2008	66.81278177%	66.81278177%
28-Dec-2008	59.61609079%	59.61609079%
28-Jun-2009	60.25420747%	60.25420747%
28-Dec-2009	52.53830160%	52.53830160%
28-Jun-2010	53.30687283%	53.30687283%
28-Dec-2010	45.03970692%	45.03970692%
28-Jun-2011	45.94145276%	45.94145276%
28-Dec-2011	37.33798297%	37.33798297%
28-Jun-2012	38.10005115%	38.10005115%
28-Dec-2012	29.24194174%	29.24194174%
28-Jun-2013	30.00000000%	30.00000000%